

Express Mail Label No. EV 788583492US
Application No. 09/621,830
Atty. Docket No. 4811-9

REMARKS

Reconsideration and reexamination is requested in view of the above amendments to the claims and the following remarks. Applicant requests that the Attorney Docket number be changed from D.N. 7167 to 4811-9. Independent Claims 1, 18, and 26 have been amended and new Claims 54-63 have been added. Claims 2-4, 19-23, 25, 27, 29-38, 41, 44-46, 48, and 50-53 have been amended, namely for consistency with the amended independent claims. Support for the amendments to the claims and for the new claims can be found in the Specification, as originally filed, for example, at page 5, line 15 to page 7, line 15, and Figs. 3 and 5. In addition, Claims 24, 28, 39, 43, 47, and 49 have been canceled. Accordingly, Claims 1-4, 18-23, 25-27, 29-42, 44-46, 48, and 50-63 are currently pending in this application.

1. New Matter Objection And 35 U.S.C. 112 Rejections

a. “fringe material”

The Examiner objects to the Amendment, filed on January 8, 2003, under 35 U.S.C. 132(a) because the Examiner contends the following sentence added at the end of the paragraph at page 6, line 10, is new matter: “As shown in Fig. 3, a fringe material 50 can be applied to peripheral edges of the flocked release sheet 1 or substrate 15 during this manufacturing process.” Similarly, the Examiner rejected Claims 40 and 42 under 35 U.S.C. 112, first paragraph, because, according to the Examiner, the phrase “comprising a fringe material extending outwardly from peripheral edges of the substrate” is not supported by the Specification.

Applicant respectfully disagrees with the Examiner’s position. While the Examiner notes that the original Fig. 3 did not identify the fringe material by reference numeral 50, the original Fig. 3 does illustrate a fringe material. Also, while the Examiner contends that the Specification as originally filed never discussed a “fringe material,” Applicant notes that there is no requirement that the “fringe material” be specifically discussed in the Specification if it is disclosed in the drawings. For example, *see* MPEP 2163.02, “[a]n applicant shows possession of the claimed invention by describing the claimed invention with all its limitations using such descriptive means as words,

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structures, figures, diagrams, and formulas that fully set forth the claimed invention.” *Lockwood v. American Airlines, Inc.*, 107 F.3d 1565, 1572 (Fed. Cir. 1997). Fig. 3 clearly illustrates a fringe material extending from the peripheral edges of the flocked release sheet.

Furthermore, the Examiner states that “while Fig. 3 may show a ‘fringe material,’ without any recitation in the specification to fringe, Fig. 3 can also be interpreted as an exaggerated view of the edges of flocked surface of the transfer.” Applicant submits that the Examiner’s position is improper. The proper query is what the Specification reasonably conveys to the artisan, not what it may convey to the Examiner. *See* MPEP 2163.02. It is therefore improper for the Examiner to suggest that Fig. 3 may be an exaggerated view of the edges of flocked surface of the transfer. Instead, the proper query is what Fig. 3 would convey to one skilled in the art. Applicant submits that one skilled in the art would readily appreciate that Fig. 3 illustrates a transfer to be contacted with a thermosetting sheet and that the transfer of Fig. 3 has flock adhered to a periphery of the transfer 1 since there is no indication (by dotted lines, or otherwise) that flock adhered by release agent to a bottom side of the transfer 1 is being shown as extending into a body or interior of the transfer 1. If such were the case, Fig. 3 would properly show dotted lines illustrating that the flock fibers extending from the periphery also have an opposing end that extends into the interior of the transfer 1. Accordingly, there is ample support in the Specification for the addition of the sentence at page 7, line 24 and Claims 43 and 45.

b. “thermoplastic adhesive or a thermosetting adhesive”

The Examiner objects to the Amendment, filed February 9, 2004, under 35 U.S.C. 132(a) as introducing new matter into the disclosure. The Examiner contends the Amendment changes the scope of the invention to describe two embodiments wherein either a thermoplastic adhesive or a thermosetting adhesive is employed as the permanent adhesive. Applicant has deleted reference to the alternate embodiments (i.e., hot melt or thermosetting adhesive film) above.

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c. “at least most of the plurality of flock fibers are in contact with the thermosetting sheet”

In addition, the Examiner rejected Claims 44 and 46 under 35 U.S.C. 112, first paragraph, as containing new subject matter. According to the Examiner, the Specification does not clearly support the limitation that “at least most” of an adjacent surface of the transfer is in direct physical contact with the thermosetting sheet. Applicant respectfully disagrees with the Examiner’s position. Claims 44 and 46 require that the plurality of flock fibers are in direct physical contact with the thermosetting sheet. There is ample support in the Specification for these limitations. For example, one skilled in the art would readily appreciate by reference to Fig. 3 that, in one embodiment, the transfer 1, thermosetting sheet 13, and the substrate 15 are of a substantially similar size and shape. Thus, when each of the components are brought into contact with another of the components as described at page 15, line 15 to page 7, line 15 and Fig. 3, at least most of the plurality of flock fibers on the underside of the transfer 1 would be in direct contact with the thermosetting sheet. Therefore, the Specification provides support for the subject matter of Claims 44 and 46. Applicant thus requests the rejections under 35 U.S.C. 112, first paragraph, and the objection under 35 U.S.C. 132 be withdrawn.

2. Double Patenting Rejections

The Examiner provisionally rejected Claims 1-4 and 18-53 under the judicially created doctrine of obviousness-type double patenting over Claims 1-14 and 29 of copending Application No. 10/670,091 (US 2004/0058120) (4811-9-CON). A suitable terminal disclaimer is enclosed herewith. Applicant thus requests that the double patenting rejections be withdrawn.

3. 35 U.S.C. 103 Rejections

Claims 1-4, 18-39, 41, and 43-53 were rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent No. 4,687,527 to Higashiguchi (“Higashiguchi”) in view of U.S. Patent No. 4,810,549 to Abrams (“Abrams”).

First, Applicant notes that the claimed products have numerous advantages over the prior art. For example, the products of the claimed invention have a uniform distribution of adhesive across

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the substrate, avoid the danger of the vapors associated with known liquid adhesives, enable the transfer product to be sold independently of the substrate to which it may be ultimately adhered to, and eliminate the need for a binder adhesive.

Numerous deficiencies exist with the articles of the prior art. First, the processes of spraying the adhesive in a pattern on the substrate (Higashiguchi, Figs. 1 and 2) or spraying the adhesive on the flock (Abrams) produce an article having a substantially non-uniform deposit of adhesive. For example, prior art Figs. 1-2 of Higashiguchi clearly illustrate a sprayed adhesive which forms non-uniform globules of the adhesive on the substrate. This is highly undesirable. Instead, a uniform distribution of the adhesive is desired because when the distribution of adhesive is substantially uniform on the substrate as in the claimed invention, the depth to which the flock fibers are imbedded in the adhesive can also be more accurately controlled and reduced. By exposing more of the flock fibers, decreasing the depth to which the flock fiber is embedded in the adhesive, and ensuring the flock fibers are of a similar length, a softer flocked final product can be provided. An article manufactured by spraying the adhesive on the substrate as shown by Fig. 1 of Higashiguchi, for example, would have a non-uniform distribution of adhesive as in particular embodiments of the claimed invention.

Second, when the adhesives are in the form of a liquid, which they must be to apply the adhesive by spraying or by coating, such adhesives are known to include airborne particles that are volatile and flammable which are known to contain a substantial amount of volatile organic compounds (VOC's) and which can provide difficulties in complying with EPA and OSHA regulations. The flammability of the solvents is of particular concern and danger when mixed with electrostatic flock. As a result of these substantial health, compliance, and safety concerns, prior to the present invention, the use of thermosetting adhesives decreased substantially despite their desirable thermal and adhesive properties. However, the use of a pre-formed, solid, and self-supporting thermosetting sheet in the claimed invention enables the use of thermosetting adhesives without the health, compliance, and safety concerns previously associated with such adhesives.

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Third, when the adhesives are screen printed on the substrate as taught by Higashiguchi, for example, the resulting products cannot be sold independently of the substrate to which the flock is adhered. Thus, such processes cannot produce the flocked transfer product that can be sold and shipped separately from the substrate to which may eventually be adhered to. This is a substantial deficiency of the prior art. In contrast, the flocked transfer of the claimed invention can be sold independently as a transfer or can be sold already adhered to a substrate.

As a result of the substantial differences between the claimed invention and the prior art, neither Higashiguchi nor Abrams teach or suggest, individually or collectively, at least the following italicized language in each of the following independent claims as amended.

1. A flocked transfer comprising:

a release sheet;

a release agent on the release sheet;

a plurality of flock fibers on the release agent, the flock fibers being formed in a desired pattern on the release sheet and being substantially perpendicular to the sheet, the release agent holding the flock fibers to the release sheet;

a pre-formed, solid, and self-supporting thermosetting sheet, wherein at least substantially all of the flock fibers oriented substantially perpendicular to the release sheet contact the thermosetting sheet;

and wherein there is no binder adhesive positioned between the thermosetting sheet and the flock.

18. A flocked transfer assembly, comprising:

a release sheet;

a release agent on the release sheet;

flock on the release agent; the flock being formed in a desired pattern on the release sheet, the release agent being located between the flock and the release sheet and holding the flock to the release sheet; and

a pre-formed, solid, and self-supporting thermosetting sheet engaging free ends of the flock, the flock being located between the release agent and the thermosetting sheet and defining a free surface, wherein at least most of the free surface of the flock is in direct physical contact with the thermosetting sheet; and

wherein the thermosetting sheet has a substantially uniform thickness and substantially flat upper and lower surfaces, and wherein at least most of the flock fibers are substantially perpendicular to the upper and lower surfaces and to the release sheet.

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26. A flocked article, comprising:

- a release sheet;
- a release agent on the release sheet;
- flock contacting the release agent, the flock being formed in a desired pattern on the release sheet and defining opposing first and second surfaces, the release agent contacting the first surface and holding the flock to the release sheet;
- a pre-formed, solid, and self-supporting thermosetting sheet having a first side engaging free ends of the flock and a second side; and*
- a substrate adhered to a second side of said thermosetting sheet;*
- wherein at least substantially most of the second surface is adhered to the thermosetting sheet; and*
- wherein there is no binder adhesive positioned between the flock and the substrate.*

Higashiguchi

Higashiguchi teaches a method for printing a predetermined flock pattern on a substrate using a cross linking type synthetic resin as the printing ink. The printing ink/adhesive is screen printed as a layer 16 on a fabric substrate 12 in a predetermined design pattern. Thereafter, Higashiguchi teaches that a flock sheet or mount is applied endways to the adhesive layer by pressing with heat the flock fibers against the adhesive layer in the design pattern. Subsequently, the flock sheet is peeled off the substrate surface to transfer the bonded flock fibers from the flock sheet to the substrate. *See Higashiguchi, col. 4, line 60 to col. 5, line 50.*

Abrams

Abrams is directed to a multicolor flock transfer comprising a base sheet having a surface area coated with a release adhesive, precolored flock of at least two different colors that are longer than 0.3 mm having ends adhering to the surface area in the form of predetermined color patterns of a design, and a binding adhesive applied to other ends of the precolored flock, whereby the predetermined color patterns of the design of the multicolor flock are adapted to be transferred onto a product. *See Claim 1 of Abrams. Further, according to Abrams at col. 2, lines 55-68, “[t]he flock 8 is coated with a binder adhesive 10 such as a water based acrylic 1 which binds the flock into a unit. The binder 10 may contain an additional adhesive, a hot melt, for binding the transfer to a substrate...”* (Emphasis added). As shown in Fig. 2 of Abrams, the hot melt surface 12 is placed

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against the textile 14, thereafter heat and pressure are applied to the release sheet 4 in order to bond the transfer to the substrate. The release sheet 4 with the adhesive 6 is then pulled away from the flock 8 to permanently affix the transfer to the substrate. As a result of the binder being applied to the flock, the flock will not be perpendicular to the release sheet or adhesive after applying pressure and heat to adhere the flock to a substrate.

Independent Claims 1, 18, and 26 are patentable over the combination of Higashiguchi and Abrams for the following reasons.

4. Higashiguchi teaches away from a flocked transfer assembly

First, Claims 1 and 18, and all claims dependent thereon, are nonobvious over Higashiguchi in view of Abrams because Higashiguchi clearly teaches away from the present invention. In rejecting the present claims, the Examiner must consider a reference in its entirety, as a whole, including the portions that would lead away from the claimed invention. *See* MPEP 2141.02. In addition, teaching away is a *per se* demonstration of a lack of *prima facie* obviousness. *In re Dow Chemical*, 837 F.2d 469 (Fed. Cir. 1988). Further, “[a] reference may be said to teach away when a person of ordinary skill, upon reading the reference, would be discouraged from following the path set out in the reference, or would be led in a direction divergent from the path that was taken by the applicant...” *In re Gurley*, 27 F.3d 551, 553, 31 USPQ2d 1130, 1131 (Fed. Cir. 1994).

Higashiguchi clearly teaches away from the claimed invention. The Examiner cannot properly disregard the portions of Higashiguchi that teach away from the claimed invention. In particular, Higashiguchi discloses a method for printing a predetermined flock pattern on a substrate using a cross linking type synthetic resin as the printing ink. The printing ink/adhesive is screen-printed as a layer 16 on a fabric substrate 12 in a predetermined design pattern. Because the adhesive of Higashiguchi is already screen-printed on the substrate directly in a pattern, the teachings of Higashiguchi would lead one skilled in the art on a path divergent from a flocked transfer that could

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be sold independently of the substrate. For this reason alone, Claims 1 and 18, and all claims dependent thereon, are novel and nonobvious over Higashiguchi in view of Abrams.

5. The combination of Higashiguchi and Abrams would change the principle of operation of Higashiguchi

Claims 1 and 18. and all claims dependent thereon, are further nonobvious over Higashiguchi in view of Abrams because the proposed modification of the teachings of Higashiguchi with the teaching of Abrams would change the principle of operation of the prior art reference (Higashiguchi) being modified. “If the proposed modification or combination of the prior art would change the principle of operation of the prior art invention being modified, then the teachings of the prior art are not sufficient to render the claims *prima facie* obvious.” *See* MPEP 2143.01. *See also In re Ratti*, 270 F.2d 810, 123 USPQ 349 (CCPA 1959) (Claims were directed to an oil seal comprising a bore engaging portion with outwardly biased resilient spring fingers inserted in a resilient sealing member. The primary reference relied upon in a rejection based on a combination of references disclosed an oil seal wherein the bore engaging portion was reinforced by a cylindrical sheet metal casing. Patentee taught the device required rigidity for operation, whereas the claimed invention required resiliency. The court reversed the rejection holding the “suggested combination of references would require a substantial reconstruction and redesign of the elements shown in [the primary reference] as well as a change in the basic principle under which the [primary reference] construction was designed to operate.” 270 F.2d at 813, 123 USPQ at 352.).

As discussed above, Higashiguchi discloses a method for printing a predetermined flock pattern on a substrate using a cross linking type synthetic resin as the printing ink. The printing ink/adhesive is screen printed as a layer 16 on a fabric substrate 12 in a predetermined design pattern. *See* Higashiguchi, col. 4, lines 65-68. Thus, the resulting product must include a substrate and a patterned adhesive. Modifying the article of Higashiguchi to comprise only a flocked transfer (as in Abrams) that could later be adhered to a substrate would change the principle of operation of

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Higashiguchi would require a substantial reconstruction and redesign of Higashiguchi. To arrive at the flocked transfer of the claimed invention, Higashiguchi could no longer screen-print an adhesive onto a substrate, which is entirely Higashiguchi's offered solution for transferring a flock pattern of flock fibers to a material without employing a conventional patterned flock transferring material. *See* Higashiguchi, col. 3, lines 5-8. Therefore, Claims 1 and 18, and all claims dependent thereon, are novel and nonobvious over Higashiguchi in view of Abrams.

6. The proposed modification of Higashiguchi with Abrams would render Higashiguchi unsatisfactory for its intended purpose

Similarly, if the proposed modification would render the prior art invention being modified unsatisfactory for its intended purpose, then there is no suggestion or motivation to make the proposed modification. *In re Gordon*, 733 F.2d 900, 221 USPQ 1125 (Fed. Cir. 1984). In the same way, modifying the article of Higashiguchi to comprise only a flocked transfer (as in Abrams) that could later be adhered to a substrate would render Higashiguchi unsatisfactory for its intended purpose. Higashiguchi's proposed offered solution for transferring a flock pattern of flock fibers to a material without employing a conventional patterned flock transferring material is to screen-print the adhesive directly on the substrate and apply a flocked paper to the substrate. *See* Higashiguchi, col. 3, lines 5-8. If one were to eliminate the substrate, therefore, the solution offered by Higashiguchi would be completely nullified. Therefore, Claims 1 and 18, and all claims dependent thereon, are further novel and nonobvious over Higashiguchi in view of Abrams.

7. Higashiguchi teaches away from Claim 26

Higashiguchi also teaches away from Claim 26, which requires that at least substantially most of a second surface of flock is adhered to a pre-formed, solid, and self-supporting sheet. Instead, Higashiguchi discloses an adhesive screen-printed in a predetermined pattern on a substrate. Thereafter, a solidly flocked paper is applied to the adhesive. As a result, as shown in Fig. 5, substantially most of a second surface of the flock is not adhered to an adhesive (i.e. a thermosetting

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sheet) in Higashiguchi as claimed. Accordingly, Higashiguchi teaches away from Claim 26. One skilled in the art, upon a reading of Higashiguchi, would be led on a path divergent from the claimed invention, wherein substantially most of a second surface of the flock is adhered to the thermosetting sheet (Claim 26), as doing so would not only result in waste of the flock, but also would result in waste of the adhesive when cutting the article to a desired shape or pattern. The claimed invention has found that while some flock and adhesive may be wasted, a pre-formed, solid, and self-supporting sheet having at least substantially most of a second surface of flock adhered to the sheet enables flocked articles to be produced in a continuous fashion.

8. The combination of Higashiguchi and Abrams does not teach or suggest a pre-formed, solid, and self-supporting thermosetting sheet

Even if the teachings of Higashiguchi and Abrams were combined, the combination of Higashiguchi and Abrams does not teach or suggest a pre-formed, solid, and self-supporting sheet as claimed. Higashiguchi teaches a screen-printed adhesive in the form of resin that is patterned onto a substrate. Thereafter, Higashiguchi teaches that a flock sheet or mount is applied endways to the adhesive layer by pressing with heat the flock fibers against the adhesive layer in the design pattern. Subsequently, the flock sheet is peeled off the substrate surface to transfer the bonded flock fibers from the flock sheet to the substrate. The adhesive of Higashiguchi is a resin and not in the form of a pre-formed, solid, and self-supporting sheet.

Abrams, on the other hand, is directed to a multicolor flock transfer comprising a base sheet having a surface area coated with a release adhesive, precolored flock of at least two different colors that are longer than 0.3 mm having ends adhering to the surface area in the form of predetermined color patterns of a design, and a binding adhesive applied to other ends of the precolored flock, whereby the predetermined color patterns of the design of the multicolor flock are adapted to be transferred onto a product. *See* Claim 1 of Abrams. Further, according to Abrams at col. 2, lines 55-68, “[t]he flock 8 is coated with a binder adhesive 10 such as a water based acrylic 1 which binds

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the flock into a unit. The binder 10 may contain an additional adhesive, a hot melt, for binding the transfer to a substrate..." (Emphasis added). The adhesive of Abrams is thus provided in the form of a solution or emulsion. Accordingly, neither the adhesive of Higashiguchi or Abrams is in the form of a pre-formed, solid, and self-supporting sheet. For this reason alone, Claims 1, 18, and 26, and all claims dependent thereon, are further patentable over Higashiguchi and Abrams.

9. The combination of Higashiguchi and Abrams does not teach or suggest the absence of a binder adhesive as claimed

Moreover, neither Higashiguchi nor Abrams, alone or in combination teach or suggest a flocked transfer or flocked article, wherein there is no binder adhesive positioned between a pre-formed, solid, and self-supporting thermosetting sheet and flock (Claim 1) or between a pre-formed, solid, and self-supporting thermosetting sheet and a substrate (Claim 26).

According to Higashiguchi, at col. 4, lines 32-43:

The synthetic resins suitable for the present invention are those of self-crosslinking type or reactive crosslinking type which are used as the so-called binders of printing inks.

As is well known, the synthetic resins used as binders not only have the function of binding the pigments together which constitute the ink, but also impregnate the fibrous tissues such as papers and cloths constituting the surface to be printed, and hold together these fibrous tissues and the pigments printed on the surface of the tissue, thereby assuring good adherence therebetween.
(Emphasis added).

Thus, Higashiguchi also fails to teach a transfer having no binder adhesive (see col. 4, lines 32-43 of Higashiguchi) between a pre-formed, solid, and self-supporting thermosetting sheet and the flock or between the flock and a substrate.

Abrams fails to fill in the deficiencies of Higashiguchi. Abrams expressly teaches at col. 2, lines 55-68 that, "[t]he flock 8 is coated with a binder adhesive 10 such as a water based acrylic 1 which binds the flock into a unit. The binder 10 may contain an additional adhesive, a hot melt, for

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binding the transfer to a substrate..." (Emphasis added). Thus, neither Higashiguchi nor Abrams, alone or in combination, teach or suggest a flocked transfer or flocked article, wherein there is no binder adhesive positioned between a pre-formed, solid, and self-supporting thermosetting sheet and flock (Claim 1) or between a pre-formed, solid, and self-supporting thermosetting sheet and a substrate (Claim 26).

10. Dependent Claims

The dependent claims provide further reasons for allowance.

Dependent Claim 2 requires that the transfer is adhered to a substrate and that there is no hot melt adhesive contacting the thermosetting sheet.

Dependent Claim 3 requires that the transfer is adhered to the substrate using the thermosetting sheet. (*See also* Claim 28).

Dependent Claim 4 requires that the thermosetting sheet is a thermosetting polyurethane film or a thermosetting polyester film. (*See also* Claims 20, 29, and 36).

Dependent Claim 19 requires that the release agent and release sheet are located on a first surface of the flock and that the thermosetting film sheet is positioned on a second surface of the flock and the first and second surfaces are in an opposing relationship.

Dependent Claim 21 requires that the thermosetting sheet is precut to correspond to a shape of the transfer. (*See also* Claim 37).

Dependent Claim 22 requires that the thermosetting sheet is cross-linked and that the thermosetting sheet is not in contact with a hot melt adhesive.

Dependent Claim 23 requires that the thermosetting sheet is adhered to the flock and there is no binder adhesive located between the thermosetting sheet and the flock.

Dependent Claim 25 requires that the thermosetting film is not fully cross-linked. (*See also* Claim 34).

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Dependent Claim 27 requires that there is no hot melt adhesive between the flock and the substrate.

Dependent Claim 30 requires that the thermosetting sheet is in direct contact with the flock fibers.

Dependent Claim 31 requires that the thermosetting sheet is cross-linked and that the thermosetting sheet is adhered to the free surface of the flock in the absence of a binder adhesive.

Dependent Claim 32 requires that there is no binder adhesive located between the thermosetting sheet and the flock. (*See also* Claims 38 and 53). As discussed previously, both Higashiguchi and Abrams fail to teach a transfer having no binder adhesive positioned between the thermosetting sheet and the flock.

Dependent Claim 33 requires that the free surface of the flock is free of an acrylic adhesive.

Dependent Claim 35 requires that the flock comprises a plurality of flock fibers, that the release agent and release sheet are located on a first surface of the flock, and that the free and first surfaces are defined, respectively, by opposing ends of the flock fibers.

Dependent Claim 40 requires a fringe material extending outwardly from peripheral edges of the substrate. (*See also* Claim 42).

Dependent Claim 41 requires that the substrate is rubber.

Dependent Claim 44 requires that the flock comprises a plurality of flock fibers, wherein at least most of the plurality flock of flock fibers are in direct physical contact with the thermosetting sheet. (*See also* Claim 46).

Dependent Claim 45 requires that the free surface of the flock is in direct physical contact with the thermosetting sheet.

Dependent Claim 48 requires that the adhesive component of the thermosetting sheet consists essentially of a thermosetting material. (*See also* Claim 50).

Dependent Claim 51 requires that the thermosetting sheet comprises a thermosetting polyester. (*See also* Claims 52 and 53).

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Dependent Claim 54 requires that the thermosetting sheet has a substantially uniform thickness and substantially flat upper and lower surfaces. (*See also* Claim 56).

Dependent Claim 57 requires that substantially none of the thermosetting sheet fails to contact the free ends of the flock. (*See also* Claims 58 and 59).

Dependent Claims 60-61 require that the thermosetting sheet is continuous.

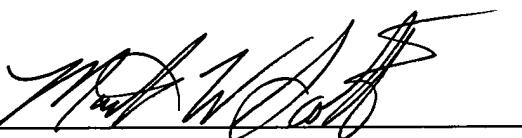
Dependent Claims 62-63 require that the flocked transfer does not include a substrate.

Based upon the foregoing, Applicant believes that all pending claims are in condition for allowance and such disposition is respectfully requested. In the event that a telephone conversation would further prosecution and/or expedite allowance, the Examiner is invited to contact the undersigned.

Respectfully submitted,

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6. A record in this system of records may be disclosed, as a routine use, to another federal agency for purposes of National Security review (35 U.S.C. 181) and for review pursuant to the Atomic Energy Act (42 U.S.C. 218(c)).
7. A record from this system of records may be disclosed, as a routine use, to the Administrator, General Services, or his/her designee, during an inspection of records conducted by GSA as part of that agency's responsibility to recommend improvements in records management practices and programs, under authority of 44 U.S.C. 2904 and 2906. Such disclosure shall be made in accordance with the GSA regulations governing inspection of records for this purpose, and any other relevant (i.e., GSA or Commerce) directive. Such disclosure shall not be used to make determinations about individuals.
8. A record from this system of records may be disclosed, as a routine use, to the public after either publication of the application pursuant to 35 U.S.C. 122(b) or issuance of a patent pursuant to 35 U.S.C. 151. Further, a record may be disclosed, subject to the limitations of 37 CFR 1.14, as a routine use, to the public if the record was filed in an application which became abandoned or in which the proceedings were terminated and which application is referenced by either a published application, an application open to public inspection or an issued patent.
9. A record from this system of records may be disclosed, as a routine use, to a Federal, State, or local law enforcement agency, if the USPTO becomes aware of a violation or potential violation of law or regulation.